

Delwood CSD

Delwood EA

7/1/2006 6/30/2008

**AGREEMENT**

**BOARD OF EDUCATION  
DELWOOD COMMUNITY SCHOOL DISTRICT**

**AND**

**DELWOOD COMMUNITY EDUCATION  
ASSOCIATION**

**2006/2007**

**AND**

**2007/2008**

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**ARTICLE 1**  
**COMPLIANCE CLAUSE AND DURATION**

A. Any individual contract of employment between the employer and an employee covered by this Agreement shall be consistent with terms

B. Printing Agreement

1. Copies of this Agreement shall be printed on District owned paper and by District owned duplicating equipment and the cost borne by the District, up to sixty copies will be made available to the Association.

2. Or this Agreement shall be printed commercially and the cost split by the Association and the District in proportion to the number of copies each wished.

C. Notices

Whenever any notice is required to be given by either of the parties to this Agreement, either party shall do so by telegram or letter at the following designated addresses or at such other address as may be designated by a party in written notification to the other party.

1. If by Association, to Board at Box 292, Delmar, Iowa 52037.

2. If by Board, to Association at Box 292, Delmar, Iowa 52037.

D. Separability

If any provision of this Agreement or any application of this Agreement, to any employee or group of employees is held contrary to law, then such provision or application shall not be claimed valid or subsisting.

E. Duration

This Agreement shall be effective as of July 1, 2006, and shall continue in effect until June 30, 2008.

This Agreement shall be automatically renewed upon the expiration dates as listed above unless either part gives notice in writing of a desired change in the Agreement.

In the event such notice is given, negotiations will be opened within fifteen (15) days of such negotiations.

F. Signature Clauses

In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective negotiators, and their signatures placed thereon. (see attachment I.)

## **ARTICLE 2**

### **PREAMBLE**

Whereas, the Board of Directors of the Delwood Community School District and the Delwood Community Education Association recognize and declare that providing a quality education for the students of Delwood Community School District is their mutual desire.

The parties further recognize that the attainment of this educational objective is the joint responsibility of the Board, the administrative and supervisory staff, the parents of students and the community at large, and

Whereas, the Board and the Association has agreed to negotiate in good faith, and

Whereas the parties have reached certain understandings, which they desire to confirm in this Agreement, it is agreed as follows:

## **ARTICLE 3**

### **RECOGNITION**

The Board recognizes the Association as the sole and exclusive negotiating agent for all full-time and part-time employed certified professional employees as set forth in the PERB certification instrument, Case No. 443, issued by the PERB on the 26th day of September, 1975, except all employees as excluded by the Perb Act Section 4.

Definitions:

1. The term "Board" as; used in this Agreement, shall mean the Board of Education of the Delwood Community School District.
2. The term "employee" as used in this Agreement, shall mean all professional employees represented by this Association in the bargaining unit as defined and certified by the Public Employment Relations Board.
3. The term "Association" as used in this agreement, shall mean the Delwood Community Education Association.

## **ARTICLE 4**

### **PROCEDURES FOR INITIAL NEGOTIATIONS**

- A. The initial request from the Association for negotiations meeting shall be made in writing to the designated representative of the Board.
- B. The parties mutually pledge that their representatives will be clothed with all the necessary power and authority to make proposals, counter proposals and to reach tentative agreement on items being negotiated.

## **ARTICLE 5**

### **ASSOCIATION RIGHTS**

- A. The Association shall have the right to hold a reasonable number of meetings on school district property after regular classroom hours provided such meetings

in no way interfere with an aspect of the instructional program. Any out-of-pocket expenses to the District resulting from such meetings will be borne by the Association, except those normal expenses such as notices, paper supplies, use of equipment, etc., as approved by the building principal. As appropriate, given school district policy, such meetings will be scheduled with the district office or local school.

B. The Association shall have the right to use faculty mailboxes for a reasonable volume of appropriate announcements relating to the conduct of the Association business on behalf of the members of the negotiating unit. All materials so disseminated through school channels may be challenged by the Superintendent or designee.

C. The Association shall be provided with bulletin board space in each school. Only authorized representatives of the association will use bulletin boards for Association announcements and all material posted will relate only to the Association's official business as negotiating agent of the teaching staff. All material placed on such bulletin boards may be challenged by the Superintendent or designee.

D. The Association shall be furnished on request regularly and routinely prepared information concerning the financial condition of the school including annual financial report and adopted budget. In addition, the Board and the administration will grant reasonable requests for other readily available and pertinent information, which may be relevant to negotiations and/or the processing of grievances. Nothing herein shall require the administrative staff to research and assemble information.

## **ARTICLE 6 DUES DEDUCTION**

A. Authorization

Any employee who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing payroll deduction of professional dues.

B. Regular Deduction

Pursuant to a deduction authorization, the Board shall deduct one-tenth (1/10) of total dues from the regular salary check of the employee for ten (10) months, beginning in September and ending in June of each year.

C. Pro-rated Deduction

Employees who begin dues deduction after September shall have the total dues pro-rated on the basis of the remaining months of employment through June.

D. Duration

Such authorization by the member shall continue in effect from year to year unless revoked in writing by a thirty (30) day notice to the Board and the Association.

E. Transmission of Dues

The Board shall transmit to the Association the total monthly deduction for professional dues within ten (10) school days following each regular period, and a listing of the employees for whom deduction was made.

F. Hold Harmless

The Association agrees to indemnify and hold harmless the Board and each individual Board member and all administrators against any and all claims, costs, suits, or other forms of liability and all costs arising out of this application of the provisions in the agreement between the parties for dues deductions.

## **ARTICLE 7**

### **OTHER PAYROLL DEDUCTIONS**

Upon appropriate written authorization from the employee, the Board shall deduct from the salary of any employee and make appropriate remittance for annuities, credit union(s), saving bonds, charitable donations, insurances, or any other plans or programs jointly approved by the Association and the Board.

## **ARTICLE 8**

### **RIGHTS**

A. Public employees shall have the right according to PERA of 1974 or as amended to:

1. Organize and join an employee organization
2. Choose representative to negotiate collectively
3. Engage in other joint activities for the purpose of collective bargaining insofar as any such activity is not prohibited by this Act or any other law of the state.
4. Refuse to join in the activities of the employee organization, including the payment of dues, fees or assessments or service fees of any type.

B. Management Rights

1. It is expressly understood and agreed that all functions, rights, powers or authority granted to or inhering to the administration of the school district by law or custom are retained by the Board. Provided that none of the clauses in this Agreement in any way abrogate or diminish the above-mentioned rights and authority of the Board, the Board shall not exercise its rights so as to violate any of the specific provisions of this Agreement.

**ARTICLE 9**  
**EMPLOYMENT AND ASSIGNMENTS**

A. Certification of Employees

The Board of Education of the Delwood Community School will fill all teaching assignments with properly certified teachers and will not fill any teaching assignments with temporary certificated people unless it becomes necessary in order to fill the faculty list.

B. The Board of Education will continue to follow as its policy the hiring of teachers who have a minimum of a B.A. degree.

C. Assignments will be the obligation of the Superintendent and/or the building principals and will be in the hands of the teachers involved prior to the workshops at the beginning of each school year whenever possible.

D. Additional Assignments:

Assignments outside the realm of the normal school day will be considered supplemental assignments and will be dealt with in the section dealing with Supplemental pay.

E. Mentoring Program

The mentoring program will be administered consistent with the district plan submitted and approved by the Department of Education. The mentor shall not participate in any formal evaluation of the new teacher. The mentoring program, and the wage associated with that program, is based upon the legislature's continued funding and support of the program. If state funding or support is withdrawn, the district will not be obligated to continue the mentoring program or pay the wages to mentors in the program.

**ARTICLE 10**  
**EMPLOYEE WORK YEAR**

A. IN-SCHOOL WORK YEAR

1. The in-school work year for employees contracted on a regular contract shall be 187 days.
2. The in-school work year shall include days when pupils are in attendance, orientation days, in-service days and any other days on which employee attendance is required.
3. Employee attendance will be at the discretion of the Superintendent of Schools when school is closed for emergency reasons. Employees will be notified within ten minutes after the dismissal of students if they are to remain in the building.
4. The school calendar is the responsibility of the Superintendent of Schools and the Board of Education. However, the Board and Superintendent request and expect input from the Association regarding the school calendar.



**ARTICLE 11**  
**EMPLOYEE HOURS AND LOAD**

**A. Workday**

**1. Length of Day**

Employees will arrive by 7:45 A.M. each day. Each employee will be in his or her room or teaching post by 8:00 A.M. However, students will be allowed in the building at 8:00 A.M. to consult with teachers or engage in organized recreation. Such recreation will be supervised by teachers and/or aides on a rotating basis. Regular dismissal time for students will be set by the Board of Education prior to the beginning of the school year. Teachers will stay until 3:45 P.M. each day.

Each building administrator will strive to provide each teacher with a twenty-five minute duty free period during each noon hour period. Elementary teachers will eat lunch with their students no less than one day a week as assigned as this social interaction is an important part of the learning atmosphere. The teacher will be available to assist in the lunchroom if requested. Their duty free period will be in addition to this time wherever and whenever possible. Part time employees will be required to be present for parent teacher conferences unless excused by building administrator.

All teachers who work on a part-time basis will be required to attend any and all in-service meetings that are held for the teaching staff even if it means staying beyond the time that they normally leave for the day. Building administrators have the right to excused part-time teachers from such in-service meetings if the administrator feels the meeting would not be pertinent to the employee.

**B. Teaching Loads**

**1. Elementary School**

The teaching load in the elementary school shall be established by the building administrator in cooperation with each teacher. Whenever possible, each elementary student K-6 shall have scheduled classes each week by a teacher other than the classroom teacher in the areas of Physical education, Art and Music. The final authority on the elementary schedule will be with the elementary building administrator.

**C. Meetings**

Faculty meeting will be scheduled by each building administrator. Morning meetings may be scheduled. Written notice of meetings will be posted one day prior to the meeting except in an emergency. All teachers who work on a part-time basis will be required to attend any and all in-service meetings that are held for the teaching staff even if it means staying beyond the time that they normally leave for the day. Building

administrators have the right to excuse part-time teachers from such in-service meetings if the administrator feels the meeting would not be pertinent to the employee.

D. Substitute Teachers

Substitute teachers will be obtained whenever and wherever practical. Substitutes will not be obtained for one or two class periods, or when in the judgment of the building administrator, a substitute is not necessary. It will not be a matter of practice to use the preparation time of any teacher for use as a substitute; however, teachers who must fill-in will be compensated at a rate of \$7.00 per class.

## **ARTICLE 12 SAFETY PROVISIONS**

A. Employee Facilities

1. The Board of Education will continue to provide the necessary equipment and supplies for effective teaching. Teachers will be allowed to make yearly requisitions which will be forwarded to the building principal and then to the Superintendent of Schools for approval.

2. It shall be the decision of the Superintendent to determine when buildings or conditions are unsafe for teacher and pupil use.

3. An employee may, within the scope of his employment, use and apply such amount of force as a reasonable, lawful and necessary to quell a disturbance.

4. The Board will carry liability insurance as a matter of policy as long as Insurance Carriers continue to provide the insurance. All employees will be covered under the provisions of the policy.

## **ARTICLE 13 TEACHER EVALUATION**

A. The teacher evaluation system shall consist of Tier I, Tier II and Tier III as outlined by the Iowa Code and in the plan adopted by the DEA and Board.

B. For Tier I, the evaluator shall conduct a minimum of three formal observations before March 1<sup>st</sup>.

C. For Tier II, the evaluation system shall consist of the professional staff developing, implementing and assessing Individual Career Development Plans. The evaluator shall conduct a minimum of one formal observation during year two or three with a summative Career Performance Review occurring at the end of the cycle.

D. For Tier III, the evaluator will provide the staff member a Level A Professional Improvement Plan that will last a minimum of one month and a maximum of three months. At the end of the time, the Evaluator will determine if the plan will continue for an additional 1-3 months; if the staff member will only

be on Tier II; or if the staff member will continue under Level B – Intensive Assistance.

E. For Level B-Intensive Assistance, the evaluator will communicate in writing that the staff member will be placed into Level B; at the same time, the evaluator will inform the Superintendent and President of the DEA.

F. The duration of Level B shall not be for less than three regular school session months nor more than six regular school session months. The Level B plan may be extended for up to one additional year upon the recommendation of the evaluator and the Superintendent.

G. After the Level B plan has been completed, or upon written request from the staff member to discontinue the process; the evaluator will complete a Tier III Summative Evaluation with one of the following recommendations: the problem is resolved and the staff member is removed from the Assistance Plan; progress is noted, the timeline is extended by may not exceed twelve months according to Iowa law and work continues in the assistance phase; or that the problem is not resolved and progress is not noted, actions are then taken by the district to move towards a recommendation for non-renewal of the contract.

H. Within six (6) weeks after the beginning of the school year, an administrator shall review the evaluation process with all teachers. Nothing in the Article implies that teachers will be required to provide professional portfolios.

I. Results of the minimum number of formal classroom observations provided for in Tier I, II and III shall be in writing with a copy given to the teacher.

J. The teacher shall have the right to submit an explanation or other written statement regarding any evaluation or other written statement regarding any evaluation for inclusion in his/her personnel file.

#### **ARTICLE 14 TRANSFERS**

A. All transfers or re-assignments by employees will be made by the Superintendent of Schools. Wherever practical, the wishes of employees will be met.

B. Any employee wishing to apply for a position in the system that is open may do so by writing a letter to the Superintendent stating his/her desires.

C. Employees may be transferred from one grade to another or from one subject matter area to another. Whenever practical, the wishes of the employees will be met in regard to transfers.

D. Transfers may occur at any time and would not necessarily be at the beginning of a school year or at the beginning of the second semester.

E. In all cases the final authority on transfers will be the Superintendent of Schools.

## **ARTICLE 15**

### **SUPPLEMENTAL ASSIGNMENTS AND PAY**

A. Supplemental Assignments Without Extra Compensation

1. Elementary Employees

- a. Christmas program
- b. Open House
- c. Other curricular assignments as needed

The employer may substitute other functions: however, the total number of supplementary assignments without extra compensation shall not exceed six. Supplemental assignment is defined as activities that require teachers to supervise students outside the regular school hours of 7:45-3:45.

## **ARTICLE 16**

### **REDUCTION OF RE-ALIGNMENT OF STAFF**

A. When in the sole, exclusive and final judgment of the Administration and the Board of Education, decline in enrollment, reduction of program or any other reason requires reduction in staff, the following procedures will be followed:

1. Try to reduce staff first by normal attrition
2. At the elementary level, K-6, the teacher with the least seniority in the Delwood District will be the first to be released.

B. Coverage. All employees under this agreement.

C. Re-Call Rights. Recall rights are automatic for a period of two years in the same position that the employee held at the time of the lay-off. Recall rights are at the option of the Superintendent of Schools for a period of two years for employees who may be qualified or become qualified for other positions in the district.

D. The Administration will provide written notice to each affected employee of staff reduction realignment by April 15.

E. Any employee reemployed by exercising his/her recall rights shall be placed on the salary schedule at the step immediately above the step he/she was on at the time of the lay off. Any movement horizontally on the schedule shall be awarded to those teachers who qualify for the horizontal movement.

**ARTICLE 17**  
**GRIEVANCE PROCEDURE**

A. A grievance shall mean only a complaint that there has been an alleged violation, misapplication of any of the specific provisions of this agreement.

B.

(1) Every teacher covered by this Agreement shall have the right to present grievances in accordance with these procedures.

(2) The failure of a teacher (or, in the event of appeal to arbitration, the Association) to act on any grievance within the prescribed time limits will act as a bar to any further appeal and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.

(3) It is agreed that any investigation or other handling or processing of any grievance by the grieving teacher or of the teaching staff.

C. 1. First Step

An attempt shall be made to resolve any grievance in informal, verbal discussion between complainant and his or her principal.

2. Second Step

If the grievance cannot be resolved informally, the aggrieved teacher shall file the grievance in writing, and, at a mutually agreeable time, discuss the matter with the principal. The written grievance shall state the nature of the grievance, with the principal. The written grievance shall state the nature of the grievance, shall note the specific clause or clauses of the grievance, and shall state the remedy requested. The filing of the formal, written grievance at the second step must be within ten (10) school days after the receipt of the grievance. The principal within five (5) school days after the receipt of the written grievance shall provide the grievant with a written replay.

3. Third Step

In the event a grievance has not been satisfactorily resolved at the second step, the aggrieved teacher shall file, within five (5) school days of the principal's written decision at the second step, a copy of the grievance with the Superintendent. Within twenty (20) school days after such written grievance is filed, the aggrieved and the Superintendent or his/her designee shall meet to resolve the grievance. The Superintendent or his/her designee shall file an answer within twenty (20) days of the third step grievance meeting and communicate it in writing to the teacher and principal.

D. Fourth Step

1. If the grievance is not resolved satisfactorily at Step 3, there shall be available a forth step of binding arbitration. The Association may submit, in writing, a request on behalf of the Association and grieving teacher to the Superintendent within thirty days from receipt of the Step 3 answer to enter into such arbitration. The arbitration proceeding shall be conducted by an Arbitrator to be selected by; the two parties within seven (7) days after said notice is given. If the two parties fail to reach agreement on an Arbitrator within seven days, the American Arbitration Association will be requested to provide a panel of seven arbitrators. Each of the two parties will alternately strike one name at a time from the panel until only one shall remain. The remaining name shall be the Arbitrator. The decision of the Arbitrator will be binding on the parties.

2. Expenses for the Arbitrator's services shall be borne equally by the School District and the Association.

3. The Arbitrator, in his/her opinion, shall not amend, modify, nullify, ignore, or add to the provisions of the Agreement. His/her authority shall be strictly limited to deciding only the issue or issues presented to him/her in writing by the School District and the Association and his/her decision must be based solely and only upon his interpretation of the meaning or application of the express relevant language of the agreement.

E. If the Association or any employee files any claim or complaint in any form other than Schedule C under the grievance procedure of this Agreement, then the School District shall not be required to process the same claim or set of facts through the grievance procedure.

## **ARTICLE 18**

### **SICK LEAVE**

A. All employees covered by this Agreement are granted leave of absence for medically related disability with full pay. All employees covered by this Agreement shall be entitled to:

1. 15 days per year to an accumulation of 120 days. Sick leave will not be granted for annual or semi-annual medical or dental examinations. Sick leave additions (days of additional leave) will be added after an employee has worked at least one day in the new contract year.
2. Employees can utilize accumulated sick leave after the birth of a child per doctor's orders. Up to six weeks of leave will be granted to correspond with the doctor's note.

## **ARTICLE 19**

### **TEMPORARY LEAVES OF ABSENCE**

A. Personal

Each employee shall be given three (3) days of paid leave each year to be used for the employee's personal affairs. Unused personal leave may accumulate to a total of three (3) days. Said personal business must be of

a nature that it cannot be handled outside of the regular teaching day. Said leave cannot be taken on a day preceding or following a holiday or vacation period and only under extreme circumstances will personal leave be allowed during the first or last month of school.

This leave must have the approval of the building principal and the Superintendent of Schools and must be applied for three (3) days prior to the leave. Approval is not automatic and will depend upon the availability of and necessity for a suitable substitute, the number of staff scheduled for leave that day and other situations that could work a hardship on the district or staff. In the event the building principal or Superintendent of Schools is absent and cannot be reached to schedule the request, either may grant the leave for any teacher subject to the above limitations.

In the event the employee has an emergency situation without three day's notice, the employee will contact the administration and the administration will determine if the timeline can be waived.

B Jury and Legal

Any employee called for jury duty during school hours or who is subpoenaed to testify in court action shall be provided such time in order that no teacher should suffer a financial loss because of jury duty, the difference between their normal salary and the compensation received for jury duty shall be paid.

C. Professional Leave

Each teacher may spend one day visiting and observing in their particular area of teaching or attending educational conferences or meetings. Teachers who are under contract to coach with the Maquoketa CSD shall be allowed two days per year for duties related to their coaching assignments with head varsity coaches having a total of three days. Examples might include regular season events, conference events and meetings, and state competition. The days would not include coaching conventions and other events that are not required in the coaching contract. No pay reduction for this and no travel allowance will be given. Teacher must have the approval of their building principal at least one week prior to the visitation.

D. Bereavement

1. All employees shall be granted leave of absence at full pay for funerals in the immediate family (wife, husband, children, father, and mother) not to exceed five (5) days per occurrence each year; this leave may not be accumulated from year to year.
2. Any employee shall be granted leave of absence at full pay for funerals not in the immediate family not to exceed two (2) days per year and this leave cannot be accumulated from year to year.

- E. Other leaves  
Other temporary leaves of absence may be granted by the Superintendent of Schools for valid reasons. Such leave must be applied for at least two weeks prior to the leave. In cases of extreme emergency the Superintendent may at his/her discretion waive the two weeks notice. If an employee knows about his/her impending leave for a longer period of time, he/she should as a matter of convenience and courtesy apply for leave at that time.
- F. Immediate Family Illness  
Certified personnel shall be granted leave of absence at full pay for illness in the immediate family (spouse, children, mother, and father) not to exceed five (5) days per year and cannot be accumulated from year to year.
- G. Delegate Assembly leave  
1. The Board will allow two employees of DCEA two (2) days per year to attend the Delegate Assembly of the Iowa State Education Association, one day of which will be a professional day as per section 3, Article 19, the other day will be granted by the Board without loss of pay to the employee.  
2. Travel expenses will not be granted by the Board.
- H. All part-time teachers will have a prorated amount of temporary leaves of absence and sick leave available. For example, a 0.5 FTE teacher would earn 1.5 days of personal leave per year and 7.5 days of sick leave per year.

## **ARTICLE 20**

### **EXTENDED LEAVE OF ABSENCE**

- A. Parental Leave  
Extended leaves of absence may be granted for reasons of parental responsibility. A written request should be made to the Superintendent or Superintendent's designee at least one month prior to the anticipated need. The leave will begin after the employee has utilized sick leave time based on doctor's note and any personal leave that has been applied for and granted. The leave must be for the approved specified time period unless mutual agreement is reached between the employee and the superintendent for early reinstatement.

Parental leave is without pay or benefits. While on extended leave, the employee's accumulated sick leave and placement on the salary schedule shall be frozen. No additional benefits will be provided by the employer, however, insurance benefits may be continued by the employee upon payment of premiums to the Employer and acceptance by the carrier.



An employee returning from leave will be returned to the position previously held unless that position no longer exists due to staff reduction. In the event staff reduction has eliminated the position previously held by the employee on leave, the provisions of Article 16 will apply.

The leave must be for the approved specified time period unless mutual agreement is reached between the employee and the superintendent for early reinstatement.

B. Military

1. Leave of absence shall be granted to any employee to satisfy military obligations connected with the Draft of Reserve Units, of the Military or the National Guard--the commitment must be obligatory and not voluntary to merit said leave of Absence.

2. On completion of military service, employee may return to his/her former position at the beginning of the school year or at the beginning of the second semester. In the case of athletic coach, he/she may not resume until after the season is over if the season is in progress. In the case of Military leave the employee will return to his/her former job and be placed on the salary schedule one step higher than he/she was when he/she left, provided that he/she does not return to the district in the same school year that he/she left.

**ARTICLE 22  
INSURANCE**

A. The Board of Education shall pay for single health and major medical insurance coverage for employees. Individuals not utilizing the school's plan must complete a Waiver of Health Insurance Coverage verifying they have health insurance coverage elsewhere and provide a copy of their current health insurance card.

B. Provide \$15,000 term life insurance. Spouse and dependent coverage optional and at the expense of the employee.

C. Provide long-term disability insurance.

D. Employees who work less than full time will receive proportionately the insurance coverage e.g. 1/2 time teacher-Board would pay 1/2 of amount of payment for full time employee.

E. Workman's Compensation as required by law will be carried by the district.

F. The Board of Education will be responsible for naming the insurance carrier.

G. The Delwood Education Association agrees to form a committee to investigate health insurance plans and premium costs and make recommendations to the Superintendent that would result in more control of escalating health insurance premiums, as well as maintain quality health care.

H. If an employee chooses to participate in the Delwood Community School's health insurance plan, the district will contribute 95% of the single health insurance premium. If an employee chooses to not participate in the Delwood Community School's health insurance plan, the board will contribute \$175 per month to the employee's TSA.

### **ARTICLE 23 WAGES AND SALARIES**

A. Schedule A

The salary of each employee covered by the regular salary schedule is set forth in Schedule A which is attached hereto and made a part thereof.

B. Employees who are drafted into the military service will be allowed one year's movement vertically on the salary schedule for each year spent in military service. On completion of military service, employees may return to his/her former position at the beginning of the school year or at the beginning of the second semester. In case of athletic coach, he/she may not resume until after the season is over if the season is in progress.

In the case of military leave the employee will return to his/her former job and be placed on the salary schedule on step higher than when he/she left, provided that he/she does not return to the District in the same school year he/she left.

C. Advancement horizontally on the Schedule will be granted to those employees who satisfy below listed conditions:

1. Submit an application prior to taking graduate courses that outlines the course(s) and its (their) connection to the person's area of certification, the person's major or minor undergraduate work, or an area that relates to the person's current job assignment. This application must have the approval of the superintendent prior to taking the class(es). This prior approval can be waived with the superintendent's approval.
2. Submit written notice of intent to move horizontally on the salary schedule by December 15 prior to the year the person plans to be eligible to move horizontally. This must be submitted to the superintendent; this will allow the administration to accurately project budgetary needs.
3. Submit official transcripts documenting successful completion of the courses prior to September 15 of the year that horizontal

movement is warranted. The transcripts must be presented to the superintendent.

- D. Each employee shall be paid in twenty-four (24) equal installments on the 5th and 20th of each month. Checks will be give employees prior to the 5<sup>th</sup> and the 20<sup>th</sup>, when it falls on a weekend or when it falls during a vacation period. Summer checks will be mailed to employees if they so desire.
- E. Placement on the Salary Schedule  
Experience for past teaching experience for newly employed teachers will be limited to Step 8 on the salary schedule. The district will recognize graduate credit hours for horizontal movement.
- F. Longevity  
An employee who reaches the highest incremental step in his/her lane shall receive 4% of the base salary beginning with the second year on the highest incremental step.

#### **ARTICLE 24 OTHER BENEFITS**

- A. The district will pay for health physicals for each employee once each three years, up to a limit of \$50 per physical.

**SCHEDULE C**  
**EXTRA DUTY SCHEDULE**

A. Mileage Provision

1. Mileage reimbursement for use of personal vehicle shall be based on the state allowable rate as set August 1 of each year. Mileage bills will be paid monthly provided a mileage form has been properly submitted to the Board via the Superintendent of Schools Prior to the week before the next regularly scheduled board meeting.

On May 2, 1997, the following was agreed:

The Board of Directors of Delwood Community School District (the District) and the Delwood Education Association (the Association) have come to certain agreements concerning the 1997-1999 collective bargaining agreement between the parties:

1. Both parties have agreed on the contract language changes that will be incorporated in the 1997-99 collective bargaining agreement (attached) including their mutual adoption of revisions to Article 1 that specifically provide for the reopening of negotiations on an annual basis for at least the matters of insurance (Article 22) and salary (Article 23 and Schedule A); and
2. Both parties have agreed that the combined amount of the 1997-98 increase for the District's payment of employee health and major medical insurance coverage and the increase in employee salaries and other benefits will be 4.01% of the District's 1996-97 Total Gross Salaries and Benefits (\$16,275.49) provided, however, that the Base Salary shall be rounded to the nearest five (5) dollars; and both parties have agreed the combined amount of the 1998-99 increase for the District's payment of employee health and major medical insurance coverage and the increase in employee salaries and other benefits will be 4.00% of the District's 1997-98 Total Gross Salaries and Benefits (\$16,889.43) provided, however, that the Base Salary shall be rounded off to the nearest five (5) dollars; and
3. Both parties recognize that, until they have actual knowledge of the cost for single health and major medical insurance coverage for the 1997-98 contract year they will not be able to finalize the exact dollar, the amount of the new Base Salary for that year; and it is not possible for either party to obtain the actual cost data until the same is provided by the District's insurance carrier which will not be available until at least April 15, 1997 and may not be available until May 15, 1997 after which time the new Base Salary shall be modified and Schedule A revised.

Therefore, the District and the Association, having come to the above agreements and desirous of indicating their commitment to them and to further agree that they will finalize the exact allocation of the increased compensation for the 1997-98 school year only after the actual insurance costs can be determined, signify their acceptance of the agreements itemized above and signify that they have agreed upon a new collective bargaining agreement between the parties with final revision to Schedule A to be made when the actual Base Salary for 1997-98 can be determined.

In witness thereof, the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respect chief negotiators, and their signatures placed thereon, all on the 2<sup>nd</sup> day of May, 1997.

Signed by:

Delwood Education Association

Billye Burnett  
By Its President

Sue Goodall  
By Its Chief Negotiator

Delwood Community School District

John Mast  
By Its President

Fred Maharry  
By Its Chief Negotiator

**Salary Schedule Index 01**

<b>Step</b>	<b>B.A.</b>	<b>B.A.+12</b>	<b>B.A.+24</b>	<b>M.A.</b>	<b>M.A.+15</b>	<b>"M.A.+30</b>
0	1.00	1.05	1.10	1.15	1.20	1.25
1	1.04	1.09	1.14	1.19	1.24	1.29
2	1.08	1.13	1.18	1.23	1.28	1.33
3	1.12	1.17	1.22	1.27	1.32	1.37
4	1.16	1.21	1.26	1.31	1.36	1.41
5	1.20	1.25	1.30	1.35	1.40	1.45
6	1.24	1.29	1.34	1.39	1.44	1.49
7	1.28	1.33	1.38	1.43	1.48	1.53
8	1.32	1.37	1.42	1.47	1.52	1.57
9	1.36	1.41	1.46	1.51	1.56	1.61
10	1.40	1.45	1.50	1.55	1.60	1.65
11	1.44	1.49	1.54	1.59	1.64	1.69
12	1.48	1.53	1.58	1.63	1.68	1.73
13	1.52	1.57	1.62	1.67	1.72	1.77
14		1.61	1.66	1.71	1.76	1.81
15			1.70	1.75	1.80	1.85
16						1.89
17						1.93
18						1.97

% (13.44% actual ins incr.)w/ personal day, w/175 TSA -Teachers advanced Steps Lanes- Coaching Days

### FTE CHART

Step	B.A.	B.A.+12	B.A.+24	M.A.	M.A.+15	"M.A.+30
0	0.00	0.00	0.00	0.00	0.00	0.00
1	0.00	0.00	0.00	0.00	0.00	0.00
2	2.00	0.00	1.00	0.00	0.00	0.00
3	0.00	0.00	0.00	0.00	0.00	0.00
4	1.00	0.00	0.00	0.00	0.00	0.00
5	0.00	0.00	0.00	0.00	0.00	0.00
6	0.00	0.00	0.00	0.00	0.00	0.00
7	0.00	0.00	0.00	3.00	0.00	0.00
8	0.00	0.00	0.00	0.00	0.00	0.00
9	0.00	0.00	0.00	0.00	0.00	0.00
10	0.00	0.00	0.00	1.00	0.00	0.00
11	0.00	0.40	0.70	0.00	0.00	0.00
12	0.00	0.00	0.00	0.00	0.00	0.00
13	0.00	0.00	0.00	0.00	0.00	0.00
14		1.00	0.00	0.00	0.00	0.00
15			1.00	0.00	0.00	0.00
16						0.00
17						0.00
18						0.00
Subtotals =	3.00	1.40	2.70	4.00	0.00	0.00
			TOTAL FTE		11.10	

Step	B.A.	B.A.+12	B.A.+24	M.A.	M.A.+15	"M.A.+30
0	0.000	0.000	0.000	0.000	0.000	0.000
1	0.000	0.000	0.000	0.000	0.000	0.000
2	2.160	0.000	1.180	0.000	0.000	0.000
3	0.000	0.000	0.000	0.000	0.000	0.000
4	1.160	0.000	0.000	0.000	0.000	0.000
5	0.000	0.000	0.000	0.000	0.000	0.000
6	0.000	0.000	0.000	0.000	0.000	0.000
7	0.000	0.000	0.000	4.290	0.000	0.000
8	0.000	0.000	0.000	0.000	0.000	0.000
9	0.000	0.000	0.000	0.000	0.000	0.000
10	0.000	0.000	0.000	1.550	0.000	0.000
11	0.000	0.596	1.078	0.000	0.000	0.000
12	0.000	0.000	0.000	0.000	0.000	0.000
13	0.000	0.000	0.000	0.000	0.000	0.000
14		1.610	0.000	0.000	0.000	0.000
15			1.700	0.000	0.000	0.000
16						0.000
17						0.000
18						0.000
Subtotal=	3.320	2.206	3.958	5.840	0.000	0.000
			Total Index		15.324	
			BASE		\$24,203.00	
			TOTAL SALARY		\$370,886.77	

% (13.44% actual ins incr.)w/ personal day. w/175 TSA -Teachers advanced Steps Lanes- Coaching Days

4.50241%

S & B 2006/2007

06/07 Base			
BASE OF:	24,203.00	15.324	\$370,886.77
BOARDS SHARE FICA	0.0765	\$370,886.77	\$28,372.84
BOARDS SHARE IPERS	0.0575	\$370,886.77	\$21,325.99
		SUBTOTAL	\$49,698.83
HEALTH INSURANCE 95% Single 05/06 rates			
Staff FTE) (1000/2000)	\$5,865.76	3.70	\$21,703.31
	Final Rates 13.44 increase	SUBTOTAL	\$21,703.31
175.00 TSA			
Staff FTE	\$2,100.00	7.4	\$15,540.00
		SUBTOTAL	\$15,540.00
LIFE INSURANCE	\$32.40	11.7	\$379.08
		SUBTOTAL	\$379.08
LONG TERM DISABILIT	\$370,886.77	0.0019	\$704.68
		SUBTOTAL	\$704.68
Coaching Days	105	6	\$630.00
Personal Day	105	11.70	\$ 1,228.50
LONGEVITY	\$1,097.85	2	\$2,195.70
968.12	w/Benefits	SUBTOTAL	\$2,195.70
	TOTAL BENEFITS		\$92,080.10
TOTAL GROSS SALARIES AND BENEFITS 06/07			\$462,966.87
PRIOR YEAR TOTAL PACKAGE 05/06			\$443,020.29
		INCREASE :	\$19,946.58
		INCREASE :	4.50241%



%(13.44% actual ins incr.)w/ personal day, w/175 TSA -Teachers advanced Steps Lanes- Coaching Days

## Salary Schedule Index 01

Step	B.A.	B.A.+12	B.A.+24	M.A.	M.A.+15	"M.A.+30
0	\$24,203.00	\$25,413.15	\$26,623.30	\$27,833.45	\$29,043.60	\$30,253.75
1	\$25,171.12	\$26,381.27	\$27,591.42	\$28,801.57	\$30,011.72	\$31,221.87
2	\$26,139.24	\$27,349.39	\$28,559.54	\$29,769.69	\$30,979.84	\$32,189.99
3	\$27,107.36	\$28,317.51	\$29,527.66	\$30,737.81	\$31,947.96	\$33,158.11
4	\$28,075.48	\$29,285.63	\$30,495.78	\$31,705.93	\$32,916.08	\$34,126.23
5	\$29,043.60	\$30,253.75	\$31,463.90	\$32,674.05	\$33,884.20	\$35,094.35
6	\$30,011.72	\$31,221.87	\$32,432.02	\$33,642.17	\$34,852.32	\$36,062.47
7	\$30,979.84	\$32,189.99	\$33,400.14	\$34,610.29	\$35,820.44	\$37,030.59
8	\$31,947.96	\$33,158.11	\$34,368.26	\$35,578.41	\$36,788.56	\$37,998.71
9	\$32,916.08	\$34,126.23	\$35,336.38	\$36,546.53	\$37,756.68	\$38,966.83
10	\$33,884.20	\$35,094.35	\$36,304.50	\$37,514.65	\$38,724.80	\$39,934.95
11	\$34,852.32	\$36,062.47	\$37,272.62	\$38,482.77	\$39,692.92	\$40,903.07
12	\$35,820.44	\$37,030.59	\$38,240.74	\$39,450.89	\$40,661.04	\$41,871.19
13	\$36,788.56	\$37,998.71	\$39,208.86	\$40,419.01	\$41,629.16	\$42,839.31
14		\$38,966.83	\$40,176.98	\$41,387.13	\$42,597.28	\$43,807.43
15			\$41,145.10	\$42,355.25	\$43,565.40	\$44,775.55
16						\$45,743.67
17						\$46,711.79
18						\$47,679.91

**DELWOOD COMMUNITY SCHOOL DISTRICT  
AND  
DELWOOD EDUCATION ASSOCIATION  
AGREEMENT**

**2006/2008**

1. Two year contract:
  - a. 4.5% total package increase for the first year (2006-2007)
  - b. 4.5% total package increase for the second year (2007-2008)
  - c. Any additional days added to the contract will be funded at a per diem rate.
  
2. Summary of Language Changes
  - a. Updated dates to reflect 2006-2007 and 2007-2008 school years.
  - b. Omitted reference to 189 as may be required by the Iowa Legislature.
  - c. Modified Article 13: Teacher Evaluation to reference District Evaluation System that was approved by the DEA in Spring 2003 and the Board of Education Fall 2004.
  - d. Added language to Article 19: "Coaching Days" will be included within the Professional Leave for individuals coaching for the Maquoketa Community School District a total of two days per year unless a head coach who would get three days per year.
  - e. Modified Schedule C: Extra Duty Schedule, A. Mileage Provision to use the state allowable rate instead of the federal rate and to set it August 1 for the entire year.

  
\_\_\_\_\_  
Delwood School Board President

3/24/06  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Delwood School Board Chief Negotiator

3/21/06  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Delwood Education Association President

3/22/06  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Delwood Education Association Chief Negotiator

3/22/06  
\_\_\_\_\_  
Date